

7/01/08 10:16:54
BK 2,919 PG 324
DE SOTO COUNTY, MS
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P.O. BOX 520
KOSCIUSKO, MS 39090

This document was prepared by: MERCHANTS & FARMERS BANK

~~P.O. BOX 520~~ ~~KOSCIUSKO, MS 39090~~ *U543 Goodman Rd.*
Olive Branch, MS 38654

(name, address, phone number)

_____State of Mississippi_____ Space Above This Line For Recording Data _____

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 06-27-2008
_____. The parties and their addresses are:

GRANTOR: DESOTO FAMILY DEVELOPMENT II, A MISSISSIPPI GENERAL PARTNERSHIP
9075 SANDIDGE CENTER COVE
OLIVE BRANCH, MS 38654

TRUSTEE: L. SCOTT PICKLE
P.O. BOX 520
KOSCIUSKO, MS 39090

LENDER: MERCHANTS & FARMERS BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI
P.O. BOX 520
KOSCIUSKO, MS 39090

BACKGROUND. Grantor and Lender entered into a Security Instrument dated 10-08-2003
_____ and recorded on 10-10-2003 _____. The
Security Instrument was recorded in the records of DESOTO
_____ County, Mississippi at BOOK 1847 PAGE 111
_____. The property
is located in DESOTO _____ County at 9075 SANDIDGE CENTER COVE, OLIVE BRANCH, MS 38654

Described as: LOT 5, EAST SANDIDGE CENTER, SITUATED IN SECTION 3, TOWNSHIP 2 SOUTH, RANGE 6 WEST, CITY OF OLIVE
BRANCH, DESOTO COUNTY, MISSISSIPPI, ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF
THE CHANCERY CLERK OF DESOTO COUNTY, STATE OF MISSISSIPPI, IN PLAT BOOK 61, PAGE 20, REFERENCE TO WHICH IS HEREBY MADE
IN AID OF AND AS PART OF THIS DESCRIPTION.

INDEXING INSTRUCTIONS:

LOT 5, EAST SANDIDGE CENTER, SECTION 3, T2S, R6W, DESOTO CO., MS

MODIFICATION. For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)* DESOTO FAMILY DEVELOPMENT II, A MISSISSIPPI GENERAL

PARTNERSHIP
NOTE: 1617205
AMOUNT: \$1,894,000.00
MATURITY DATE 07-05-2018
INTEREST RATE 6.75% FIXED

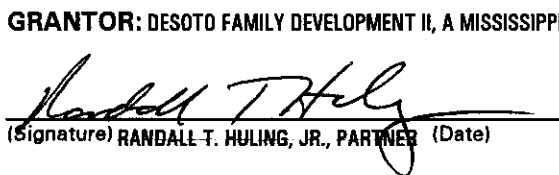
☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ ☐ which is a \$ _____ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of the Modification.

GRANTOR: DESOTO FAMILY DEVELOPMENT II, A MISSISSIPPI GENERAL PARTNERSHIP


(Signature) RANDALL T. HULING, JR., PARTNER (Date)


(Signature) JOSEPH J. HULING, PARTNER (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

LENDER: MERCHANTS & FARMERS BANK

By 
CARI MCNATT

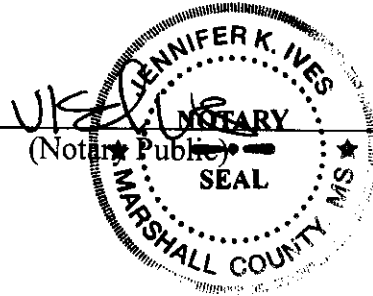
ACKNOWLEDGEMENT:

STATE OF MS, COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of June, 2008 within my jurisdiction, the within named Carri McNatt, who acknowledged that he is a AVP of Merchants & Farmers Bank, a Mississippi Banking Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires:

MY COMMISSION EXPIRES
MARCH 22, 2010

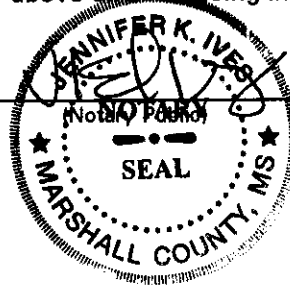


ACKNOWLEDGMENT:

STATE OF MS, COUNTY OF DESO TO } ss.
 (Individual) Personally appeared before me, the undersigned authority in and for the said
 county and state, on this 27th day of JUNE, 2008,
 within my jurisdiction, the within named Randall T. Huling, Jr.
and Joseph J. Huling
 who acknowledged that he/she/they executed the above and foregoing instrument.
 My commission expires:

(Seal)

MY COMMISSION EXPIRES
 MARCH 22, 2010

**ACKNOWLEDGMENT:**

STATE OF MISSISSIPPI, COUNTY OF _____ } ss.
 (Lender) Personally appeared before me, the undersigned authority in and for the said
 county and state, on this _____ day of _____,
 within my jurisdiction, the within named CARI MCNATT
 who acknowledged that he/she/they is/are AN ASSISTANT VICE PRESIDENT OF MERCHANTS &
FARMERS BANK, A MISSISSIPPI BANKING CORPORATION, AND THAT FOR AND ON BEHALF OF THE SAID CORPORATION,
AND AS ITS ACT AND DEED HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY
AUTHORIZED BY SAID CORPORATION SO TO DO.

My commission expires:

(Seal)

(Notary Public)